

**BY ORDER OF THE COMMANDER
AIR FORCE RESERVE COMMAND**

FEDERAL ACQUISITION REGULATION



**AIR FORCE RESERVE COMMAND
Supplement 1**

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Contracting

AFRC FAR REGULATION

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The Federal Acquisition Regulation (FAR) (April 2003 Edition), the Defense FAR Supplement (DFARS) (April 2003 Edition), and the Air Force FAR Supplement (AFFARS) (May 2003 Edition) are supplemented as follows:

SUMMARY OF REVISIONS

This supplement is revised to change the authority to ratify unauthorized commitments specified in paragraph 5301.602-3(b)(2)(A) from the Director of Logistics, HQ AFRC to the Chief, Contracting Division, HQ AFRC; and adds AFRC Desk Guide as reference for BOS contract files in paragraph 5304.803(a)(42)(S-90). An asterisk (*) indicates change from the previous edition.

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PART 5301--FEDERAL ACQUISITION REGULATIONS SYSTEM

SUBPART 5301.1--PURPOSE, AUTHORITY, ISSUANCE

5301.101 Purpose:

The Air Force Reserve Command FAR Supplement (AFRCFARS) establishes uniform policies and procedures for the Air Force Reserve Command (AFRC) implementing and supplementing the Federal Acquisition Regulation (FAR), the Defense FAR Supplement (DFARS), the Air Force FAR Supplement (AFFARS), and other DOD publications concerning contracting.

5301.102-90 Statement of guiding principles:

(h) AFRC supports the guiding principles set forth in AFFARS. Chiefs, Operational Contracting Offices (OCO), should nominate individuals that exemplify these principles for contracting awards under AFI 36-2835.

5301.103 Authority:

(b) The AFRCFARS is authorized by AFFARS 5301.301. It is prepared and maintained by the Contracting Division (LGC), Headquarters Air Force Reserve Command (HQ AFRC).

5301.104 Applicability:

The AFRCFARS is applicable to all contracting activities under AFRC's operational control.

SUBPART 5301.2--ADMINISTRATION

5301.201 Maintenance of the FAR:

5301.201-1 The two councils:

(d)(i) Submit proposed revisions to the FAR, DFARS, AFFARS, and AFRCFARS to HQ AFRC/LGC in the format prescribed by DFARS 201.201-1(d)(i).

SUBPART 5301.3--AGENCY ACQUISITION REGULATIONS

5301.303 Publication and codification:

(a)(ii) To the extent possible, AFRCFARS text, whether the language is implemental or supplemental, is numbered as if supplemental in nature. Added text is denoted by the addition of a number 90 and up or (S-90) and up.

5301.304 Agency control and compliance procedures:

(a)(1)(S-90) Prior to including a multiple-use local provision/clause in a solicitation or contract using other than simplified acquisition procedures, the Contracting Officer shall submit a request for review and approval to HQ AFRC/LGC with the following documentation:

(i)(S-90) Local provision or clause.

(ii)(S-90) Complete justification.

(2)(S-90) Clauses on the FAR Site are approved clauses and may be used without any additional approval.

(3)(S-90) Local provisions and clauses that are developed for one-time use shall be coordinated with local legal counsel and do not require approval of higher headquarters. If local legal counsel is not available, local provisions and clauses developed for one-time use shall be forwarded to HQ AFRC/LGC for review and legal coordination. When a one-time provision or clause is used, a memorandum shall be included in the contract file supporting its use.

SUBPART 5301.4--DEVIATIONS FROM THE FAR

5301.402 Policy:

(3) Submit deviation request(s) to HQ AFRC/LGC for approval or processing to SAF/AQCP, as required.

SUBPART 5301.6--CAREER DEVELOPMENT, CONTRACTING AUTHORITY, AND RESPONSIBILITIES

5301.601 General:

5301.601(a)(i) Heads of Contracting Activities (HCAs):

(B) The AFRC Commander has delegated the authority to act as Head of the Contracting Activity (HCA) for "Other Contracting" to the Chief, Contracting Division, HQ AFRC/LGC, without power to redelegate, unless redelegation is specifically permitted.

5301.601(a)(ii) Delegation of general contracting authority:

The AFRC Commander has delegated general contracting authority with the power of redelegation to the Chief, Contracting Division, HQ AFRC/LGC. Exercise of this authority is subject to the terms, conditions, and limitations of AFFARS 5301.601(a)(ii). This authority is hereby delegated, without power of redelegation, to Contracting Officers at all AFRC contracting activities, subject to the limitations of their appointments and the clearance requirements of AFRCFARS Subpart 5301.90.

5301.602 Contracting officers:

5301.602-1 Authority:

(a) All contractual instruments, except those listed in AFRCFARS 5301.602-2(c)(9)(S-90), which exceed the dollar limitations specified in the appointment of the Contracting Officer or exceed the dollar limitations for clearance, shall be sent directly to HQ AFRC/LGC for appropriate clearance action. After obtaining written approval for the contract clearance, the Contracting Officer may sign that contract, even though it exceeds his/her warrant.

(b) All contracts for personal services shall be forwarded to HQ AFRC/LGC for review regardless of dollar amount.

5301.602-2 Responsibilities

(c)(1) (S-90) Acquisitions proceed most efficiently when Contracting Officers, requiring activities and legal counsel work as a team to meet established requirements. To that end, Contracting Officers and requiring activities are strongly encouraged to ensure that legal counsel is an integral part of the acquisition team throughout all stages

of an acquisition. In addition, Contracting Officers shall obtain legal advice when there is the genuine potential for a prohibited contract action. Such matters include the following:

- (A) Any action requiring a J&A for other than full and open competition;
- (B) Proposed use of any non-standard contractual provision;
- (C) Proposed deviations from established regulatory requirements;
- (D) Proposed funding deviations;
- (E) Competitive range determinations in which offerors are excluded;
- (F) Adverse determinations of contractor responsiveness or responsibility;
- (G) Mistake in bid issues;
- (H) Determinations regarding acceptability of late bids;
- (I) Disputed liability determinations regarding defective contractor performance or Government actions;
- (J) Conflicts of interest;
- (K) Debarments and suspensions;
- (L) Ratification actions;
- (M) Fraud allegations (see AFI 51-1101);
- (N) Claims for extraordinary contractual relief under Public Law 85-804;
- (O) Show cause, cure, and delinquency notices; and
- (P) Terminations for Default

Contracting personnel shall obtain from HQ AFRC/JA or the local Staff Judge Advocate (if specific review authority has been delegated to the local Staff Judge Advocate, from AFRC/JA, for contracts above \$100,000) such advice and assistance as is needed in drafting contract provisions or in resolving other contracting legal issues. All documents requiring legal approval of AFMC LO/JAB shall be processed to HQ AFRC/JA through HQ AFRC/LGC. Whenever legal review is to be accomplished by HQ AFRC/JA, contracting activities shall send a copy of the complete contract file containing all contractual and supporting documents to HQ AFRC/LGC, which will obtain the required legal review from HQ AFRC/JA. Contract files shall be documented to reflect actions taken in resolving legal comments.

(2) (S-90) HQ AFRC/JA shall review all contractual documents which exceed \$100,000 at AFRC bases or \$500,000 at HQ AFRC. Legal review shall also be obtained for other documents as specifically designated in the FAR, DFARS, and AFFARS. This includes indefinite delivery/indefinite quantity contracts when it is estimated that the orders to be issued thereunder will exceed the limitations cited in the Contracting Officer's warrant. The value of options shall be included when determining the amount of a contract. The value of modifications is based upon the aggregate amount of increases and decreases, regardless of the net amount. Contracts not requiring a clearance may be submitted for legal review at the discretion of the Contracting Officer. HQ AFRC/JA may delegate authority to a Wing Staff Judge Advocate to review contracts which exceed \$100,000. Such delegation must be in writing and signed by the AFRC/SJA. The delegation is specific to the person, not the position.

(3) (S-90) Show cause and cure notices shall be coordinated with HQ AFRC/JA. Obtain legal review of proposed termination for default modifications and letters. Prior to making a final decision, default termination packages must be sent through HQ AFRC/LGC and HQ AFRC/JA for processing to AFMCLO/JAB, in accordance with AFFARS 5349.402-3.

(4) (S-90) All termination actions exceeding the simplified acquisition threshold shall be coordinated through HQ AFRC/JA. The value of the termination, for review purposes, is the value of the work terminated (including unexercised options), not the total value of the contract.

(5)(S-90) Legal review shall be obtained for all J&As.

(6)(S-90) All concessionaire contracts/agreements shall be coordinated with HQ AFRC/JA or the local Staff Judge Advocate (if specific contract review authority has been delegated by AFRC/JA).

(7)(S-90) Legal review for nonappropriated funds contracts shall be accomplished as part of the clearance process when the dollar amount of the contract exceeds the limitations cited in the Contracting Officer's warrant.

(8)(S-90) Legal review of contractual documents which require business or contract clearances shall be accomplished by HQ AFRC/JA as part of the clearance process, regardless of dollar amount.

(9)(S-90) Legal review of the following contractual documents is not required regardless of dollar value:

(A) Delivery orders or modifications thereto issued against General Services Administration (GSA) Federal Supply Schedules, provided that no items or services are ordered which are not included in the Schedule.

(B) Delivery orders or modifications thereto issued against Defense Logistics Agency (DLA) Supply Bulletins.

(C) Delivery orders or modifications thereto issued against indefinite delivery/indefinite quantity (IDIQ) or requirements contracts issued by other activities.

(D) Delivery orders or modifications thereto issued pursuant to FAR Subparts 8.6 and 8.7.

(E) Delivery orders or modifications thereto issued against locally written indefinite delivery/indefinite quantity (IDIQ) or requirements contracts when HQ AFRC/LGC reviewed the basic contract.

(F) Blanket Purchase Agreements (BPA) and Blanket Delivery Orders (BDO) and calls or modifications thereto.

(G) Contract modifications for funding purposes only.

(H) Modifications exercising options, provided there are no changes in contract terms and conditions included in the modification.

5301.602-3 Ratification of unauthorized commitments:

* (b)(2)(A) The authority to ratify an unauthorized commitment is delegated to the Chief, Contracting Division, HQ AFRC, without dollar limitation.

(c)(7) AFRC procedures for processing ratifications are in the AFRC Desk Guide.

5301.603 Selection, appointment, and termination of appointment:

5301.603-2 Selection:

Request for appointment of Contracting Officers shall be signed by the Mission Support Group Commander and submitted to HQ AFRC/LGC. The request shall include a copy of the employee's career brief. The request for appointment shall state any limitation to be specified in the Contracting Officer's appointment.

5301.603-3 Appointment:

All Contracting Officer appointments, limited and unlimited, shall be made by the Chief, Contracting Division, HQ AFRC.

5301.603-4 Termination

(a)(S-90) When an appointment is automatically terminated as a result of reassignment or employment termination, the Chief, OCO, will provide written notification, including effective date of termination, to HQ AFRC/LGC, as soon as possible. In all other termination actions, HQ AFRC/LGC will issue a written termination notification to the Chief, OCO, who in turn will notify all interested personnel.

(b)(S-90) Request for termination of appointments shall be signed by the Mission Support Group Commander and submitted to HQ AFRC/LGC at least ten (10) calendar days prior to the effective date of the requested termination.

(c)(S-90) When any appointment is terminated, the Chief, OCO, shall return the original warrant to HQ AFRC/LGC within ten (10) calendar days of the effective date of the termination.

SUBPART 5301.90--CLEARANCE PROCESS

5301.9001 Policy:

(b)(1) The approval authority for all acquisitions that exceed the clearance thresholds or individual Contracting Officer appointment limitations is HQ AFRC/LGC.

(2) Clearance procedures are in the AFRC Desk Guide. Clearance thresholds for solicitations and contracts are in the AFRC Desk Guide.

(3) Clearance is not required for documents exempt from legal review in 5301.602-2(c)(9)(S-90).

**PART 5303--IMPROPER BUSINESS PRACTICES AND PERSONAL
CONFLICTS OF INTEREST**

SUBPART 5303.1--SAFEGUARDS

5303.104 Procurement integrity:

5303.104-10 Violations or possible violations:

(a)(1) Upon receiving information about a violation or possible violation, the Contracting Officer shall suspend the award/selection process. The Chief, Contracting Division, HQ AFRC/LGC is the official responsible for concurring in the Contracting Officer's determination (after consultation with legal counsel) that a violation or possible violation does not impact the pending award or selection of a source.

SUBPART 5303.7--VOIDING AND RESCINDING CONTRACTS

5303.705 Procedures:

(a)(3) Forward the report to HQ AFRC/LGC within 10 calendar days after the contracting activity learns of the conviction.

PART 5304--ADMINISTRATIVE MATTERS

SUBPART 5304.6 CONTRACT REPORTING

5304.670-3 Contracting office responsibilities

(a)(6) The original DD Form 350 shall be maintained in the contract file and a copy forwarded to HQ AFRC/LGCM.

(b)(2) Each month submit a copy of the DD Form 1057 to HQ AFRC/LGCM.

SUBPART 5304.8--GOVERNMENT CONTRACT FILES

5304.803 Contents of contract files:

* (a)(42)(S-90) AFRC Form 125 shall be used for all contracts in excess of \$100,000. See AFRC Desk Guide for guidance for BOS contract files.

PART 5306--COMPETITION REQUIREMENTS

SUBPART 5306.3--OTHER THAN FULL AND OPEN COMPETITION

5306.304 Approval of the justification:

(a)(1) The Command Competition Advocate, HQ AFRC/LGC, is the approving authority for actions when the dollar value is greater than the Contracting Officer's appointment limitation.

PART 5307--ACQUISITION PLANNING

SUBPART 5307.1--ACQUISITION PLANS

5307.104-90 Acquisition Strategy Panels (ASP):

(a)(3) An ASP shall be held for all acquisitions over \$10,000,000.

(b) The Chief, Contracting Division, HQ AFRC/LGC, will chair all AFRC ASPs, with power to redelegate. Requests for redelegation or waivers to ASP requirements shall be fully documented and forwarded to HQ AFRC/LGC for approval.

5307.104-92 Air Force procedures for Acquisition Plans (APs)

(c) A written acquisition plan shall be prepared per FAR 7.105, as supplemented, for acquisitions over \$5,000,000. The Chief, Contracting Division, HQ AFRC/LGC is the approval authority.

PART 5309 – CONTRACTOR QUALIFICATIONS**SUBPART 5309.5—ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCI)****5309.507 Solicitation provisions and contract clauses.****5309.507-2 AFRC solicitation provisions and contract clauses:**

(a) In accordance with FAR 9.507-2, insert the clause 5352.209-9102, Organizational and Consultant Conflicts of Interest, substantially as written, in Section I to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or when the contractor's eligibility for concurrent or future prime contract or subcontract awards shall be restricted because of services being provided as stated in FAR 9.505-1 and -4.

(b) In accordance with FAR 9.507-1, insert the provision at 5352.209-9101, Potential Organizational and Consultant Conflicts of Interest, substantially as written in Section L.

PART 5311--DESCRIBING AGENCY NEEDS

SUBPART 5311.4--DELIVERY OR PERFORMANCE SCHEDULES

5311.404 Contract clauses:

(b) The Contracting Officer shall insert the clause at 5352.211-9100, Notice to Proceed, in contracts and orders for which a Notice to Proceed will be issued.

PART 5313--SIMPLIFIED ACQUISITION PROCEDURES

SUBPART 5313.3--SIMPLIFIED ACQUISITION METHODS

5313.302-2 Unpriced purchase orders:

(c)(S-90) Unpriced purchase orders shall be definitized by modifying the order to establish the final fixed price prior to completion of the work or delivery of the item.

5313.303 Blanket purchase agreements (BPA):

5313.303-1 General:

The SAF/AQC Contracting Toolkit at <http://www.safaq.hq.af.mil/contracting/toolkit/part13/> contains a Guide to Simplified Acquisition, which establishes BPA procedures. Additional information is in the AFRC Desk Guide.

PART 5315--CONTRACTING BY NEGOTIATION**SUBPART 5315.1—SOURCE SELECTION PROCESSES AND TECHNIQUES****5315.101-1 Tradeoff process**

Performance price tradeoff (PPT) is a best value technique that permits award on the basis of the comparative assessment of offerors' past performance information and price/cost. The Contracting Officer should refer to OJT (#19) on PPT, located on AFRC's training web site at <https://wwwmil.afrc.af.mil/hq/lg/lgc/OJTPage2.htm>.

SUBPART 5315.2—SOLICITATION AND RECEIPT OF PROPOSALS AND INFORMATION**5315.209 Solicitation provisions and contract clauses**

(3)(S-90) The Contracting Officer may include provisions substantially the same as the following for PPT solicitations. AFRCFARS 5352.215-9102 and 5352.215-9103 must be tailored.

- (a) AFRCFARS 5352.215-9101, Evaluation For Award for Price/Performance-Tradeoff (No Technical Proposal)
- (b) AFRCFARS 5352.215-9102, Evaluation Criteria
- (c) AFRCFARS 5352.215-9103, Proposal Preparation Instructions for Price/Performance Tradeoff (No technical proposal)

SUBPART 5315.4--CONTRACT PRICING**5315.403 Obtaining cost or pricing data:****5315.403-1 Prohibition on obtaining cost or pricing data (10 U.S.C. 2306a and 41 U.S.C. 254b):**

The Contracting Officer may include the provision at 5352.215-9100(AFRC), Pricing Information, in negotiated sole source solicitations expected to exceed \$100,000, unless it is contemplated that the price will be based on established catalog or market prices of commercial items or the price is set by law or regulation. The Contracting Officer shall include in the file a determination that this information will be needed for negotiations.

5315.404-4 Profit

(c)(2)(C)(I)(ii) AFRC has approved an alternate structured approach to developing a profit objective for use with architect-engineer or construction contracts. The approach evaluates five elements of performance (degree of risk, difficulty of effort, period of performance, assistance by Government and subcontracting) and contract type risk. Specific instructions and linked excel spreadsheets are on the HQ AFRC/LGC OJT web site at <https://wwwmil.afrc.af.mil/hq/lg/lgc/OJTPage2.htm>.

SUBPART 5315.6--UNSOLICITED PROPOSALS**5315.606 Agency Procedures:**

- (b) The AFRC contact point for receipt and disposition of unsolicited proposals is HQ AFRC/LGCM.

PART 5316--TYPES OF CONTRACTS

SUBPART 5316.5--INDEFINITE-DELIVERY CONTRACTS

5316.506 Solicitation provisions and contract clauses:

(h)(S-90) The Contracting Officer shall include a clause substantially the same as the clause at 5352.216-9101(AFRC), Ordering and Performance Periods, in solicitations and contracts when an indefinite-quantity contract is contemplated.

(i)(S-90) The Contracting Officer shall include the clause at 5352.216-9102(AFRC), Contract Minimum/Maximum, in solicitations and contracts when an indefinite-quantity contract is contemplated.

SUBPART 5316.6--TIME-AND-MATERIALS, LABOR-HOUR, AND LETTER CONTRACTS

5316.603 Letter contracts:

5316.603-3 Limitations:

HQ AFRC/LGC is the approval authority for use of a letter contract. A determination and finding fully justifying the need for the use of a letter contract shall accompany the request for HQ AFRC/LGC approval.

PART 5317--SPECIAL CONTRACTING METHODS

SUBPART 5317.2--OPTIONS

5317.207 Exercise of options:

(c) A Contracting Officer must document a determination to not exercise an option, using the criteria addressed in FAR 17.207(c), as supplemented. Notify HQ AFRC/LGC of this determination at least 10 calendar days before the required notification date of intent to exercise option, as established in the contract.

5317.208 Solicitation provisions and contract clauses:

(h)(S-90) The Contracting Officer may insert a clause substantially the same as 5352.217-9100(AFRC), Option Information, in solicitations and contracts that contain options. The Contracting Officer may change the performance period and the number of options to reflect the contract requirements.

SUBPART 5317.4--LEADER COMPANY CONTRACTING

5317.402 Limitations:

(a)(4) Leader company contracting is authorized only if HQ AFRC/LGC approval is obtained in writing prior to issuance of the solicitation.

SUBPART 5317.74--UNDEFINITIZED CONTRACT ACTIONS

5317.7404 Limitations:

5317.7404-1 Authorization:

(a) HQ AFRC/LGC authorization shall be obtained prior to issuance of all undefinitized contract actions (UCA) which fall under the definition of DFARS 217.7401.

PART 5322--APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS

SUBPART 5322.4--LABOR STANDARDS FOR CONTRACTS INVOLVING CONSTRUCTION

5322.406 Administration and enforcement:

5322.406-13 Semiannual enforcement reports:

Submit the required reports to HQ AFRC/LGCM not later than 5 calendar days after the end of the reporting period.

PART 5328--BONDS AND INSURANCE

SUBPART 5328.1--BONDS AND OTHER FINANCIAL PROTECTIONS

5328.102-3 Contract clause:

(c)(S-90) The Contracting Officer shall insert the clause at 5352.228-9101(AFRC), Bonds, in all solicitations and contracts when an indefinite-delivery SABER contract is contemplated.

SUBPART 5328.3--INSURANCE

5328.301 Policy:

(b) When the contract contains FAR 52.228-5, Insurance—Work on a Government Installation, which requires the contractor/ subcontractor to notify the Contracting Officer in writing that the required coverage has been obtained, the contractor shall complete and submit the Notification of Compliance with Contract Insurance Requirements included at 5352.228-9100(AFRC). This notification shall be used in lieu of the traditional insurance certificates and becomes a part of the official contract file. The notification shall be submitted to the Contracting Officer prior to issuance of the notice to proceed or beginning performance.

5328.310 Contract clause for work on a Government installation:

(a) The Contracting Officer shall include the clause at 5352.228-9100(AFRC), Notification of Compliance with Contract Insurance Requirements, in contracts which contain FAR 52.228-5, Insurance--Work on Government Installation.

(b) The Contracting Officer shall include the clause at 5352.228-9102 (AFRC), Required Insurance, in contracts which contain FAR 52.228-5, Insurance--Work on Government Installation.

PART 5332--CONTRACT FINANCING**SUBPART 5332.7--CONTRACT FUNDING****5332.790 Base contract funding:**

(a) Purchase requests for AFRC operation and maintenance (O&M) construction projects shall be accepted for purchase action when a funds reservation message from HQ AFRC/CE is included with the AF Form 9.

(b) Base contracting activities should not issue a solicitation for supplies or services without certification of funds availability unless the purchase request is for:

(1) A requirement chargeable to the Air Force Stock Fund;

(2) An industrial fund requirement, if there is a fund cite on each purchase request;

(3) A contract conditioned upon the availability of funds as authorized in FAR 32.703-2;

(4) An indefinite delivery/indefinite quantity (IDIQ) or requirements type contract; however, a purchase request for the first order must contain a fund cite;

(5) Information needed for planning purposes pursuant to FAR 15.201 (e),

(6) Construction to be commenced in the next fiscal year, if the approving authority certifies that the requirement has a high enough priority to ensure that it will not be cancelled when the next fiscal year funds become available. (This is the Phase I Straddle Bid Program.) Current fiscal year funds may be used if they become available and can be obligated before the end of the fiscal year. A solicitation issued under this authority must contain the following notice:

“Notice to Offerors: Funds are not presently available for this requirement. In the event current fiscal year funding does not become available, the requirement will be funded with next year's funds contingent upon appropriation by Congress. The approving authority certifies that the requirement has a high enough priority to ensure that it will not be cancelled.”

(7) A military construction program (MCP) project when the Contracting Officer receives written notification that the Air Force has responsibility for the acquisition, that the project has been approved for acquisition, and funds are available and being forwarded through channels. This exception still applies when the purchase request funding is limited to the amount of the initial Government estimate and the latest estimate, based on actual design and engineering information, exceeds the amount of the purchase request. In such cases, solicit bids or proposals before requesting additional funds; and

(8) A minor construction project supported by a statement that funds are being held in reserve at HQ AFRC and will be made available when needed to award the contract.

(9) Facility project requirements if the AFRC Civil Engineer, Contracting Division Chief, and Director of Financial Management jointly agree in writing to authorize base contracting activities to issue solicitations because it is anticipated that the contract will be awarded in the current fiscal year although funds are not yet available (Phase II). Use of this authority is subject to the following:

(A) It should only be used for non-complex projects for which estimated bid or proposal preparation costs are relatively low in relation to the estimated cost of the project. AFRC may impose a limit on either the project value or the aggregate value of all projects solicited using this procedure;

(B) Projects that may be solicited under this authority include those for maintenance, repair and minor construction, facility O&M projects, and environmental restoration and compliance projects, which the AFRC Civil Engineer has reviewed, verified as a bona fide need, and determined that there is a reasonable likelihood that the project will be funded in the annual year-end program;

(C) The AFRC Civil Engineer should identify to Contracting the projects selected to be solicited under this authority, in adequate time to permit solicitation and processing before the end of the fiscal year. The AFRC Civil Engineer, Contracting Division Chief, and Director of Financial Management must establish a reasonable cut-off date for cancellation of solicitations, in order to have time to open the offers and process the contract award before the end of the fiscal year;

(D) Bids should not be opened nor proposals negotiated until the funds certifying official either certifies that funds are available, or notifies the Contracting Officer that there is reasonable assurance that funds will be available after opening. If a reasonable assurance notification is received from the funds certifying official, the solicitation should be opened and processed up to the point of award. However, the contract shall not be signed by the Contracting Officer, delivered to the contractor, nor will the contractor be notified that it has been awarded a contract until funds have been certified by the accountable AFO. If funds or a "reasonable assurance" notification cannot be provided by the established cut-off date, the solicitation may be canceled before opening; and

(E) Solicitations issued under this authority shall contain a notice on the cover sheet and in Section L as follows:

"Notice to Offerors: Funds are not presently available for this requirement. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date."

(c) When a purchase request is for one of the requirements listed in (b)(1) through (b)(4) above, the base contracting activity may issue a solicitation, receive and open offers, and prepare final award documents (including clearance, if required). However, the contract shall not be signed by the Contracting Officer; delivered to the contractor; nor will the contractor be notified that it has been awarded a contract until funds have been certified by the accountable AFO, unless the award is for recurring services and is subject to the availability of funds. If additive or deductive items are included in the bid schedule, the Contracting Officer will determine the amount of available funds before bid opening;

PART 5333--PROTESTS, DISPUTES, AND APPEALS**SUBPART 5333.1--PROTESTS****5333.102 General:**

(a) The Chief, OCO, shall immediately notify HQ AFRC/LGC electronically of all potential or actual protests and the basis for same regardless of the level at which the protest is lodged or the current status of the acquisition. Protests filed above installation level shall be worked through HQ AFRC/LGC. One copy of all protest files, in addition to other required distribution, shall be provided to HQ AFRC/LGC.

(c) If a GAO protest is received prior to award and funds may expire prior to resolution of the protest, the Contracting Officer shall notify the base Financial Management (FM) office and shall provide FM a copy of the AF Form 9 applicable to the solicitation citing FAR 33.102(c). The Chief, OCO, shall keep the functional area and FM informed of the status of the protest and acquisition and advise them of the final disposition of the protest.

(e) The authority to deny protests lodged at the OCO level is hereby delegated to the Chief, OCO. The proposed response shall be subject to HQ AFRC/LGC and JA review prior to issuance.

5333.104-90 Protests to GAO:

(a)(1) The Chief, OCO, shall transmit a copy of the protest to HQ AFRC/LGC immediately upon receipt. A draft copy of the Contracting Officer's Statement of Facts shall be electronically transmitted to HQ AFRC/LGC as soon as possible to facilitate review and preparation of any HQ documents, such as the Memorandum of Law.

(2) All copies of protest files shall be forwarded to HQ AFRC/LGC for transmission to SAF/AQCX.

SUBPART 5333.2--DISPUTES AND APPEALS**5333.211 Contracting officer's decision:**

(a) All proposed final decisions shall be forwarded for review to HQ AFRC/LGC and JA.

5333.292 Appeals to the Armed Services Board of Contract Appeals (ASBCA):

(a) Appeals ASBCA. Copies of notices of appeal received from the contractor and any other subsequent correspondence between the Contracting Officer and the contractor concerning the appeal shall be forwarded to HQ AFRC/LGC.

PART 5336--CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS**SUBPART 5336.2--SPECIAL ASPECTS OF CONTRACTING FOR CONSTRUCTION****5336.201 Evaluation of contractor performance:**

(a) Preparation of performance evaluation reports. After contract completion, the Contracting Officer shall initiate the DD Form 2626, **Performance Evaluation (Construction)**, (reference DFARS 236.201(a)). The Contracting Officer and civil engineer will jointly prepare the report.

5336.205 Statutory cost limitations:

(b) Insert the following note in solicitations that contain a line item or project subject to a statutory cost limitation.

NOTE - This contract contains one or more contract line items that are subject to a statutory cost limitation. The contract line item numbers (CLIN) and their respective limitations are as follows:

<u>CLIN</u>	<u>LIMITATION</u>
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SUBPART 5336.5--CONTRACT CLAUSES**5336.514 Availability and use of utility services:**

The Contracting Officer shall include the provision at 5352.236-9101(AFRC), Availability of Utility Services, in construction solicitations and contracts when the Government furnishes utilities to the contractor at no cost and the contract contains the clause at FAR 52.236-14.

5336.570 Additional provisions and clauses:

(b) The Contracting Officer shall include the following clauses in all construction solicitations and contracts, when applicable.

(1) 5352.236-9102 (AFRC), Preparation of Material Approval Submittals, when provision of material submittals is required.

(2) 5352.236-9104 (AFRC), Non-Priced Items - SABER, in all SABER solicitations and contracts.

(3) 5352.236-9111 (AFRC), Offers - SABER, in all SABER solicitations.

(4) 5352.236-9114 (AFRC), Magnitude of Construction, in all construction solicitations.

PART 5337--SERVICE CONTRACTING**SUBPART 5337.1--SERVICE CONTRACTS-GENERAL****5337.110 Solicitation provisions and contract clauses:**

(a) The Contracting Officer may include the provision at 5352.237-9100(AFRC), Site Visit, in service solicitations when a site visit for services is scheduled.

(b) The Contracting Officer may include the clause at 5352.237-9101(AFRC), Rights of the Government to Perform Functions with Its Own Personnel, in solicitations and contracts for recurring services performed on a Government installation.

SUBPART 5337.2--ADVISORY AND ASSISTANCE SERVICES**5337.205(S-90) Contracting officer responsibilities:**

Ensure purchase request packages for Advisory and Assistance Services include the documentation required by AFI 63-401, paragraph 6.1.2.

PART 5345--GOVERNMENT PROPERTY**SUBPART 5345.1--GENERAL****5345.102 Policy:**

If Government Furnished Property (GFP) is provided under the terms of any contract, the Contracting Officer shall ensure that the GFP is on-site prior to award. If not already on-site, the requiring activity shall provide written documentation to the Contracting Officer that the GFP will be available when required in performance of the contract.

5345.106 Government property clauses:

- (b) The Contracting Officer shall include the following clauses in solicitations and contracts when applicable.
 - (4)(S-90) 5352.245-9101(AFRC), Identification of Government Furnished Property (GFP), when GFP is to be furnished to the Contractor.
 - (5)(S-90) 5352.245-9102(AFRC), Government Furnished Facilities, when Government facilities are to be furnished to the Contractor.

PART 5346--QUALITY ASSURANCE

SUBPART 5346.7--WARRANTIES

5346.710 Contract clauses:

(a)(2) The clause at 5352.246-9100(AFRC), Commercial Warranty, shall be included in solicitations and contracts when the supplies or services are normally provided with a commercial warranty.

PART 5349--TERMINATION OF CONTRACTS**SUBPART 5349.1--GENERAL PRINCIPLES****5349.101 Authorities and responsibilities:**

(b) Termination authority. The Contracting Officer has the authority to terminate contracts for convenience subject to the terms and conditions of their Contracting Officer appointment and Part 5301.6 of this supplement. Legal counsel shall review all termination notices prior to issuance. For default terminations, in accordance with 5301.602-2(c)(3)(S-90), all show cause and cure notices shall be coordinated with HQ AFRC/JA. Prior to making a final decision, default termination packages must be sent through HQ AFRC/LGC and HQ AFRC/JA for processing to AFMCLO/JAB, in accordance with AFFARS 5349.402-3.

5349.102 Notice of termination:

(b) Distribution of copies. Send a copy of all show-cause, cure, and termination notices to HQ AFRC/LGC. Such notices shall be distributed to the SBA (if contractor is a small business) and the surety.

5349.111 Review of proposed settlements:

Review of settlement proposals shall be accomplished by representatives from HQ AFRC/JA, HQ AFRC/LGC and the HQ AFRC functional office.

SUBPART 5349.4--TERMINATION FOR DEFAULT**5349.402 Termination of fixed-price contracts for default:****5349.402-3 Procedure for default:**

(b) HQ AFRC/LGC and HQ AFRC/JA shall review all cure and show cause notices prior to issuance. See AFRC Desk Guide for more information. Prior to making a final decision, default termination packages must be sent through HQ AFRC/LGC and HQ AFRC/JA for processing to AFMCLO/JAB, in accordance with AFFARS 5349.402-3.

PART 5350--EXTRAORDINARY CONTRACTUAL ACTIONS

SUBPART 5350.3--CONTRACT ADJUSTMENTS

5350.305 Processing cases:

Claims under Public Law 85-804 shall be forwarded to HQ AFRC/LGC for processing to the Vice Commander.

PART 5352--SOLICITATION PROVISIONS AND CONTRACT CLAUSES**SUBPART 5352.2--TEXT OF PROVISIONS AND CLAUSES****5352.209-9101 (AFRC) Potential Organizational and Consultant Conflicts of Interest :**

As prescribed in AFRCFARS 5309.507-2(b), insert the following provision substantially as written in Section L.

POTENTIAL ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (AFRC) (FEB 2003)

- (a) There is a potential organizational conflict of interest (see FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) due to (state the nature of the proposed conflict). Accordingly:

- (1) Restrictions are needed to ensure that (state the nature of the proposed conflict)
- (2) The proposed restriction is (state nature of proposed restraint and the applicable time period).
- (3) As a part of the proposal, the offeror shall provide the Contracting Officer with complete information of previous or ongoing work that is in any way associated with the contemplated acquisition.

- (b) If award is made to the offeror, the resulting contract may include an organizational conflict of interest limitation applicable to subsequent Government work, at either a prime contract level, at any subcontract tier, or both. During evaluation of proposals, the Government may, after discussions with the offeror and consideration of ways to avoid the conflict of interest, insert a special provision in the resulting contract which shall disqualify the offeror from further consideration for award of future contracts.

- (c) The organizational conflict of interest clause included in this solicitation may be modified or deleted during negotiations.

Alternate I (AFRC) (February 2003) At the discretion of the Contracting Officer, substitute the following paragraph (b) for (b) and (c) in the basic provision:

- (b) The organizational conflict of interest clause in this solicitation may not be modified or deleted.

5352.209-9102 (AFRC) Organizational and Consultant Conflicts of Interest :

As prescribed in AFRCFARS 5309.507-2 (a), insert the following clause substantially as written in Section I.

ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (AFRC) (FEB 2003)

- (1) The following descriptions or definitions apply:

"Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

"Technical Evaluation" means reviewing other Contractor's statement of work, cost proposals, technical proposals, contract deliverables and other data submitted in response to a request for proposal.

(2) Restrictions

- (i) The Contractor may provide technical support through accomplishing site visits and technical evaluations of reports and documents prepared by contractors, installation staff, and others for AFRC installations throughout the United States. The Contractor may also assess installation programs and environmental documents for the purpose of assuring that they are technically complete, accurate, defensible, and completed in accordance with all existing Federal, State, Local and Air Force guidance. Documents to be independently reviewed for technical accuracy may include proposals, work plans, quality assurance plans, field sampling plans, remedial investigation reports and supporting documents, feasibility study reports and supporting documents, site investigation reports and supporting documents, remedial plans and designs, remedial operations plans, permits, programming documents and other documents as provided by HQ AFRC.
- (ii) The Contractor may participate in the technical evaluation of other Contractor's products/deliverables. To ensure objectivity, the Contractor is restricted from award of any supply or service contract or subcontract resulting from the evaluation of other contractor's product/deliverables on behalf of the Air Force Reserve Command. This restriction shall be effective from the date of task order award through one year after period of performance expiration.
- (iii) The Contractor may gain access to proprietary information of other companies during contract performance. The Contractor agrees to enter into company-to-company agreements to (1) protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information, which is available to the Government or to the Contractor from other sources and furnished voluntarily without restriction.
- (iv) The Contractor agrees to accept and to complete all task orders and not to contract with Government prime contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.
- (v) The Contractor agrees to use the Government provided computer to access only those sites necessary for the completion of tasks under this contract. Information on secure "mil" sites shall be handled as For Official Use Only. The Contractor agrees to protect information from such secure sites from disclosure outside AFRC and to refrain from using the information for any purpose other than that for which it was made available.

The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.

5352.211-9100 (AFRC) Notice to Proceed:

As prescribed in AFRCFARS 5311.404(b), insert the following clause in construction contracts and construction orders. When deemed appropriate by the Contracting Officer, the clause may be used for A-E orders.

NOTICE TO PROCEED (AFRC) (FEB 2003)

Only the paragraph marked with an "X" applies.

(a) () NOTICE TO PROCEED: Notice to Proceed will be issued not later than thirty (30) calendar days after award of contract.

(b) () DELAYED NOTICE TO PROCEED: The Government contemplates issuance of a Notice to Proceed for this requirement on or about _____.

5352.215-9100 (AFRC) Pricing Information:

As prescribed in AFRCFARS 5315.403-1, the following provision may be inserted in negotiated sole source solicitations over \$100,000 when price is not based on established catalog or market prices or price is not set by law or regulation and when the Contracting Officer has determined that the requested information will be needed for negotiations.

PRICING INFORMATION (AFRC) (FEB 2003)

The Contractor shall submit the following pricing information with their proposal as applicable.

(a) When Proposal Exceeds \$100,000: For use by the Government in making a determination of fairness and reasonableness of price, the Contractor's proposal shall be accompanied by an informal cost breakdown which is supportive of proposed prices. This breakdown shall consist of, but shall not be limited to, a breakout of each major category of work (that is, materials, labor, overhead, profit). Subcontractor proposals must be supported by competitive data based on actual bids from several sources or contain a similar breakout as mentioned above.

(b) When Proposal Exceeds \$550,000: The Contractor shall submit cost and pricing data, following the instructions in Table 15-2 of the FAR, with his proposal, unless one of the exceptions in FAR 15.403-1(b) applies. Contractor shall submit a **Certificate of Current Cost or Pricing Data**, according to FAR 15.406-2, after agreement has been reached on the contract price.

5352.215-9101 (AFRC) Evaluation For Award for Price/Performance-Tradeoff (No Technical Proposal)

As prescribed in AFRCFARS 5315.209(3)(S-90)(a), the Contracting Officer may include a provision substantially the same as the following for PPT solicitations.

**EVALUATION FOR AWARD FOR PRICE/PERFORMANCE-TRADEOFF (NO TECHNICAL PROPOSAL)
(AFRC) (FEB 2003)**

IAW FAR 15.204-5(c) For the purposes of award, offers will be evaluated based on the following criteria:
Price/Performance Trade-Off (PPT)

Introduction: This is a best value, single award acquisition using price/performance trade-off techniques. The Government intends to award one contract to the offeror deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to the RFP's requirements and is judged to represent the best value to the Government. The best value is the most advantageous offer, price and other factors considered, and consistent with the Government's stated importance of evaluation criteria. In this selection process, price and present/past performance will be the only discriminators among conforming proposals. This may result in award being made to other than the lowest evaluated price proposal. A higher-rated, higher priced offer may be eligible for award where the Contracting Officer determines that the past/present performance of the higher priced offer outweighs the price difference. To arrive at a best value decision, the Contracting Officer will integrate the evaluation of the criteria set forth in AFRCFARS 5352.215-9102, Evaluation Criteria. While the Government and the Contracting Officer will strive for maximum objectivity, the evaluation process, by its nature, is subjective and therefore, professional judgment is implicit throughout the entire evaluation process.

The Government intends to evaluate proposals and award a contract without discussions with offerors. Clarifications may be requested as described in FAR 15.306(a). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and performance standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The Government reserves the right to reject any or all offers if such action is in the Government's best interests.

5352.215-9102 (AFRC) Evaluation Criteria:

As prescribed in AFRCFARS 5315.209(3)(S-90)(b), the Contracting Officer may include a provision substantially the same as the following for PPT solicitations, but it must be tailored for the specific requirement.

EVALUATION CRITERIA (AFRC) (FEB 2003)

I. Criteria

The purpose of the present/past performance evaluation is to assess the confidence in the offeror's ability to successfully accomplish the proposed effort based on the offeror's demonstrated present/past performance work record. The evaluation process is as follows:

(a) First, the Government will determine if the proposal conforms to the RFP requirements. Only conforming proposals will be eligible for award.

(b) Second, the Government will evaluate an offeror's Present/Past Performance using descriptive adjectives that most accurately define the offeror's performance for each subfactor identified below.

(c) Third, the Government will make a "Best Value" determination considering an offeror's present/past performance and total proposed price for the work.

(d) For the purpose of the present/past performance price trade-off, *performance is significantly more important than price [OR performance is less important than price]*.

II. Present/Past Performance Evaluation

(a) Based on evaluation results, the Government will assign a performance confidence rating to each proposal. The evaluation may consider an offeror's business practices, customer relationships, ability to successfully perform as proposed and other considerations as described in paragraph (e) Present/Past Performance Subfactors. Based on the evaluation results, the Government will assign one of five confidence ratings as defined in paragraph (i) below. An offeror with no past performance may receive a rating based on the evaluation of its predecessor companies, key personnel and/or subcontractors. If such information is not applicable (i.e. the offeror does not have a predecessor company or key personnel/subcontractors with relevant experience), the offeror will be evaluated as "neutral/unknown confidence".

(b) In assessing performance confidence, the evaluator may: (1) evaluate present and past performance information through the use of questionnaires completed by an offeror's references; (2) use data independently obtained from other sources; (3) rely upon personal business experience with the offeror; and (4) consider any information the offeror submits which explains any problems encountered on the identified contracts and the offeror's corrective actions.

(c) The evaluation may take into account present/past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing contracts.

(d) In accordance with FAR 15.306(a)(2), if award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposals (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor clerical errors.

(e) **Past/Present Performance Subfactors.** There are *six (6) [or state appropriate number, if different]* subfactors, *all of equal importance [or state relative importance]*: (1) Quality Control, (2) Timely Performance, (3) Management Effectiveness, (4) Compliance with Labor Standards, (5) Compliance with Safety Standards, and (6) Small Business (SB) Goals and Compliance (if applicable). The items under each subfactor describe areas that will be evaluated, when applicable. *All areas are of equal importance [or state relative importance]:*

(1) **Quality Control**

- a. Quality of workmanship
- b. Adequacy of the Quality Control (QC) Plan
- c. Implementation of the Quality Control (QC) Plan
- d. Storage of materials
- e. Adequacy of materials
- f. Adequacy of submittals
- g. Adequacy of As-Built drawings
- h. Use of specified materials
- i. Identification/correction of deficient work in a timely manner.
- j. Initiative to suggest and implement solutions

(2) **Timely Performance**

- a. Provided submittals in a timely manner.
- b. Researched and clearly identified the item proposed on the submittals.
- c. Accurately matched submittals to contract requirements.
- d. Developed realistic progress schedules.
- e. Met established progress schedules.
- f. Submitted updated and revised progress schedules.
- g. Resolved delays satisfactorily.
- h. Completed punchlist items.
- i. Completed work within performance period.

(3) **Management Effectiveness**

- a. General Business Practices: Contractor
 1. Provided experienced managers, and supervisors with the technical and administrative abilities needed to meet contract requirements.
 2. Hired experienced subcontractors.
 3. Paid subcontractors/suppliers in a timely manner.
 4. Provided well substantiated pricing information for change orders.
 5. Completed all contract work prior to requesting final inspection. Left no major discrepancies.
 6. Provided timely and satisfactory response to warranty issues after completion
 7. Cooperated to resolve problems, attended meetings (as applicable) and maintaining communication to assure satisfactory resolution.
- b. Pricing
 1. The contractor submitted timely price proposals that accurately reflected the work required.
 2. The contractor's supporting price/cost information for modifications was timely, accurate, complete and reasonable (not over inflated or under estimated).
 3. In a cost type contract, contractor performed within target cost.

- c. Site Management/Superintendent
 - 1. Site manager ensured compliance with contract requirements and safety regulations.
 - 2. Site manager acted promptly to resolve problems and ensure work quality.
 - 3. Site manager had sufficient authority to make decisions or take actions during project performance.
 - 4. Site manager was consistently present on site, actively overseeing the work being performed.
 - d. Contractor's overall Management Effectiveness performance.
- (4) **Compliance With Labor Standards**
- a. Contractor submitted payrolls in a timely manner.
 - b. Payrolls were complete and correct.
 - c. Contractor complied with labor laws and regulations, with specific attention to the Davis-Bacon Act.
- (5) **Compliance with Safety Standards**
- a. Adequacy of safety plan.
 - b. Implementation of safety plan.
- (6) **Small Business (SB) Goals and Compliance**
- a. Compliance with subcontracting plan goals for Small Business, Small Disadvantaged Business (SDB), Women Owned Business (WOB), and Veteran-Owned Small Business (VOSB) concerns.
 - b. Extent to which SB, SDB, WOB, and VOSB concerns are specifically identified.
 - c. Extent of commitment to use SB, SDB, WOB, and VOSB concerns (Enforceable are weighed more heavily than non-enforceable commitments).

(f) **Other Present/Past Performance Considerations:** The Government may also consider the following issues in evaluating an offeror's present/past performance. These issues may help differentiate between two or more otherwise equal offerors or provide additional guidance in deciding a descriptive performance confidence assessment (e.g. "Exceptional/High Confidence" or "Very Good/Significant Confidence") for a specific offeror if there is a question as to which adjective is most appropriate:

- (1) Assessment of liquidated damages (frequency, circumstances, severity of problem etc.).
- (2) Contractor Desirability: Based on the contractor's overall performance, how willingly would a customer re-hire the contractor?
- (3) Contractor Cooperation: For modifications, was contractor cooperative in negotiating fair and reasonable cost adjustments?
- (4) Timeliness and accuracy: Were all deliverables, including documentation, provided in a timely and accurate manner?
- (5) Financial capability: Indications of financial difficulties
- (6) Proposal submissions: Were proposals for change orders and equitable adjustments submitted in a timely manner?
- (7) Letters of appreciation, recognition or commendation etc. received on behalf of a customer may be submitted. The Government will consider up to five (5) [or state a different number] such documents.
- (8) Unique skills and accomplishments.
- (9) Professional/Industry awards.
- (10) Effectiveness of value engineering change proposals (impact on reducing cost or schedule, increasing efficiency or improving quality).

(g) Currency, Relevancy, Trends: The Government will consider the currency, relevancy and trends of the performance information while conducting its performance evaluation. For the purpose of this solicitation, currency is performance occurring within the last three (3) years. Within this period, performance occurring later in the period may have greater significance than work occurring earlier in the period. For example, performance information for work occurring during the past year may have greater importance than performance information for work occurring three years ago. In assessing relevancy, the Government may evaluate an offeror's references for similarity of the construction methods employed and scope of contract (e.g. complexity of effort). Performance trends which reflect a consistent pattern of good or bad performance have greater significance than sporadic incidents of "Exceptional" or "Unsatisfactory" performance.

(h) The Government reserves the right to obtain and evaluate past/present performance information from any source it deems appropriate.

(i) The following adjectives and related definitions will be used in the evaluation of Present/Past performance:

E	V	S	N	M	U
Exceptional/High Confidence	Very Good/Significant Confidence	Satisfactory/Confidence	Neutral/Unknown Confidence	Marginal/Little Confidence	Unsatisfactory/No Confidence
Based on the offeror's performance record, essentially no doubt exists that the successful offeror will successfully perform the required effort.	Based on the offeror's performance record, little doubt exists that the successful offeror will perform the required effort.	Based on the offeror's performance record some doubt exists that the successful offeror will perform the required effort.	No performance record identifiable	Based on the offeror's performance record, substantial doubt exists that the successful offeror will perform the required effort.	Based on the offeror's performance record, extreme doubt exists that the successful offeror will perform the required effort.

(j) Offerors assigned the same performance adjective (e.g. "Exceptional/High Confidence") for each subfactor will receive the same performance adjective at the Factor level (i.e. the "overall" performance rating inclusive of all subfactors). Offerors receiving different performance adjectives at the subfactor level will be assigned an overall performance rating based on the subjective judgment of the Government evaluators.

III. Price Evaluation:

(a) The purpose of the price/cost evaluation is to determine whether an offeror's proposed prices/costs for the project are realistic and complete in relation to the solicitation requirements and to provide an assessment of the reasonableness of the proposed price/cost. Prices/costs will be evaluated in accordance with FAR 15.305, Proposal Evaluation.

(b) The Government evaluation team will conduct a price/cost evaluation of each offeror's proposal to determine whether or not each proposal complies with the stated criteria: "Reasonableness", "Completeness" and "Realism".

a. **Reasonableness** of an offeror's proposal is evaluated through cost or price analysis techniques as described in FAR Subpart 15.305(a)(1) and (4). For the cost (price) to be reasonable, it must represent a cost (price) that provides best value to the Government when consideration is given to prices in the market, technical and functional capabilities of the offeror and risk.

b. **Completeness** is evaluated by assessing the level of detail the offeror provided in cost/price data for all requirements in the specifications and assessing the traceability of estimates. For the cost (price) data to be complete, the offeror must provide all the data that is necessary to support the offer. The amount of data required will vary depending on the requirement. *[For construction projects, contractor must submit a completed AF Form 3052.]*

c. **Realism** is evaluated by assessing the compatibility of proposed costs with proposal scope and effort. For the cost (price) to be realistic, it must reflect what it would cost the offeror to perform the effort if the offeror operates with reasonable economy and efficiency. Proposals unrealistically high or low in price, when compared to the Government estimate may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion. Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an unbalanced/inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price realism rests solely with the offeror.

(c) Those proposals evaluated as not satisfying all of the price/cost criteria may be eliminated from the competitive range unless the Contracting Officer determines:

- (1) A minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process, or
- (2) Discussions are required.

5352.215-9103 (AFRC) Proposal Preparation Instructions for Price/Performance Tradeoff (No technical proposal):

As prescribed in AFRCFARS 5315.209-3(S-90)(c) the Contracting Officer may include a provision substantially the same as follows for PPT solicitations, but, it must be tailored for the specific requirement.

PROPOSAL PREPARATION INSTRUCTIONS FOR PRICE/PERFORMANCE TRADEOFF (NO TECHNICAL PROPOSAL) (AFRC) (FEB 2003)

I. GENERAL. These instructions prescribe the format of the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section and its relationship to the evaluation factors prior to commencing proposal preparation. All solicitation amendments must be acknowledged in accordance with FAR 52.215-1, Instruction to Offerors--Competitive Acquisition.

(a) ORIGINAL AND ONE (1) COPY OF THE PROPOSAL must be completed and returned to

(insert address) NO LATER THAN the exact time set for receipt of proposals. The envelope used in submitting your reply must be plainly marked with the solicitation number, as shown above and the date and local time set forth for receipt of proposals in the solicitation document.

(b) The Offeror's proposal shall consist of two (2) separate volumes:

(1) **Volume 1, Cost/Price:** Offerors shall include the following in this volume.

(i) Complete in its entirety the "Offeror" portion of the Standard Form 1442 (back). An official having the authority to contractually bind your company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF 1442 must bear an original signature.

(ii) Insert the price/cost associated with the project. Attach to Proposal Schedule a detailed breakdown of all labor, equipment, materials, and subcontract prices for each major element of work to support the price inserted in Section B. *[For construction, a completed AF Form 3052 provides an adequate breakdown.]*

(iii) Complete ALL required certifications and representations and required clause fill-ins.

(iv) Provide Subcontracting Plan as required by FAR 52.219-9 (if large business).

(2) **Volume 2, Past Performance Information.** Include project reference list. See paragraph III, Volume 2, PRESENT & PAST PERFORMANCE, for format of project reference list. Distribute and track completion of each Performance Rating Questionnaire. It is imperative that you make every reasonable effort to ensure that your references complete the Performance Rating Questionnaire and submit it directly to the Government not later than the proposal due date.

NOTE: Volume 1 constitutes the offer/proposal, while Volume 2 is obtained for evaluation purposes to assess past performance.

II. Volume 1, PRICE/COST INFORMATION:

Price/Cost Information: Offerors shall provide all price/cost information necessary to provide a meaningful basis for the Government's analysis and evaluation of price/cost for the project as set forth in the evaluation criteria of this solicitation. The Contractor shall insert its proposed price/cost in Section B. The Government is not requesting certified cost or pricing data. Offerors shall include in their proposal sufficient price/cost information that will enable the Government to perform an evaluation in accordance with the evaluation criteria. *[For construction, a completed AF Form 3052 provides sufficient price/cost information.]* The offeror shall also provide a brief explanation of the work to be performed by each subcontractor (as applicable). The cost/price information shall be submitted in typed format for legibility. It is anticipated that there will be adequate price competition to establish price reasonableness. However, if the Contracting Officer at any time determines adequate price competition no longer exists, the offeror may be required to submit information to the extent necessary for the Contracting Officer to determine price reasonableness.

III. Volume 2, PRESENT & PAST PERFORMANCE:

(a) Offerors shall submit with their proposal a **Reference List** identifying **all** businesses and Federal, State or Local Government agencies for whom the offeror has been awarded a contract during the past three (3) years. If an offeror has more than 10 awarded contracts during the past three (3) year period, the offeror may identify the last 10 consecutive awarded contracts, or 10 contracts in which similar construction methods and complexity were involved. Distribute and track completion of each Performance Rating Questionnaire. Make every reasonable effort to ensure that your references complete the Performance Rating Questionnaire and submit it directly to the Government not later than the proposal due date. For each reference on the list of awarded contracts, complete a copy of the attached Reference List, identifying the following:

Company/Government Agency name

Complete address

Point of Contact

Telephone number

Contract Number

Contract Type

Project Title

Period of performance (original and actual)

Dollar Amount (original and final)

Brief description of the work

(b) Offerors may include with their proposal, information on problems encountered on the identified contracts and the offeror's corrective actions. The Government will consider this information as well as information obtained from any other sources when evaluating the offeror's past performance. In selecting the references, offerors should consider the currency and relevancy of the past performance information. Current performance (see evaluation criteria) may have greater relevancy than older performance.

(c) Offerors lacking relevant present/past performance experience may submit information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement, if such information is relevant to this acquisition. In this case, offerors shall provide relevant information to allow Government evaluators to conduct a Past/Present Performance evaluation on the predecessor companies, key personnel and/or subcontractors. Such information shall, as a minimum, include:

- (1) Name(s) of Predecessor Company/Subcontractor and/or Key Personnel and include:
Complete Address
Telephone Number
Brief synopsis of relevant experience (a resume may be submitted for "Key personnel")
- (2) Provide five (5) references for each Predecessor Company, Subcontractor or Key Personnel and include for each reference:
Complete Address
Point of Contact
Telephone Number
Contract Number
Contract Type
Project Title
Dollar Amount (original and final)
Period of Performance (original and actual)
Brief description of work

(d) Other Present/Past Performance Considerations (Optional): Offerors are encouraged to include in Volume 2, information relevant to the following

- (1) Effectiveness of value engineering change (VEC) proposals (provide a brief description; impact on cost, schedule, efficiency or quality; contract number; name and phone number of customer benefiting from the VEC).
- (2) Professional/Industry awards (identify award type, date of award and copy of certificate if applicable).
- (3) Letters of appreciation, recognition or commendation, etc., received on behalf of a customer may be submitted. The Government will consider up to five (5) such documents.
- (4) Unique skills and accomplishments (explain unique skills and/or accomplishments and provide supporting information for verification).

The information, if provided, shall be limited to the past three (3) year period.

5352.216-9101(AFRC) Ordering and Performance Periods:

As prescribed in AFRCFARS 5316.506(h)(S-90), insert a clause substantially the same as the following clause in solicitations and contracts when an indefinite-quantity contract is contemplated.

ORDERING AND PERFORMANCE PERIODS (AFRC) (FEB 2003)

The ORDERING PERIOD shall be from the effective date of the contract and shall continue for a period of 12 months, unless extended by exercise of option. The CONTRACT PERFORMANCE PERIOD shall be from the effective date of the contract until such time as all work properly ordered shall have been performed, subject to any further limitation in FAR 52.216-22, Indefinite Quantity, paragraph (d).

5352.216-9102 (AFRC) Contract Minimum/Maximum:

As prescribed in AFRCFARS 5316.506(i) (S-90), insert the following clause in solicitations and contracts when an indefinite-quantity contract is contemplated.

CONTRACT MINIMUM/MAXIMUM (AFRC) (FEB 2003)

- (a) During the life of the contract, the Government shall be obligated to order work in the minimum amount of \$_____.
- (b) The aggregate value of all orders for each performance period shall not exceed the contract maximum of \$_____.

5352.217-9100 (AFRC) Option Information:

As prescribed in AFRCFARS 5317.208, the Contracting Officer may insert a clause substantially the same as the following.

OPTION INFORMATION (AFRC) (FEB 2003)

(a) The initial performance period of this contract is for 12 months. The Government has the option to extend the services for four additional 12 month periods, which may be exercised by the Contracting Officer as follows:

<u>Performance Period</u>	<u>Preliminary Notice Date</u>	<u>Option Exercise Date</u>
Option I	(Specify date at least 60 calendar days prior to end of current performance period)	Specify date by which option must be exercised
Option II	(Specify date at least 60 calendar days prior to end of current performance period)	Specify date by which option must be exercised
Option III	(Specify date at least 60 calendar days prior to end of current performance period)	Specify date by which option must be exercised
Option IV	(Specify date at least 60 calendar days prior to end of current performance period)	Specify date by which option must be exercised

(b) Preliminary notice of intent to exercise the option shall not commit the Government to renewal; however, the option must be exercised by the "Option Exercise Date" or a later date if mutually agreeable.

(c) Exercise of an option extends the performance period as stated in the Schedule. During any extended period, prices in Section B hereof shall apply.

(d) Exercise of an option shall be evidenced on a Standard Form 30, citing the appropriate option clause as the authority for the modification. The option shall be considered to have been exercised at the time the Government deposits written notification to the contractor in the mail.

(e) Options may be exercised subject to funds becoming available prior to commencement of any performance, if the Availability of Funds clause at FAR 52.232-18 is incorporated into this contract.

5352.228-9100 (AFRC) Notification of Compliance with Contract Insurance Requirements:

As prescribed in AFRCFARS 5328.310(a), insert the following clause in solicitations and contracts when FAR 52.228-5, Insurance--Work on a Government Installation, is included in the contract.

NOTIFICATION OF COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS (AFRC) (FEB 2003)

The contractor shall complete and submit the following to acknowledge compliance with contract insurance requirements prior to issuance of the notice to proceed (construction) or beginning performance (all other).

Notification and Acknowledgment of Compliance with Contract Insurance Requirements

Contract No. _____

The undersigned Contractor hereby acknowledges that he has read and understands the insurance requirements specified in this contract and hereby provides notification (1) that such insurance shall be maintained in at least the amounts and types as stated in FAR 28.307-2 and during any modifications and/or time extensions granted thereto; (2) that the required insurance policies shall contain an endorsement to the effect that any cancellation of material changes adversely affecting the Government's interest shall not be effective for such period as the laws of the State in which this contract is to be performed prescribe, or until thirty (30) calendar days after the insurer or contractor gives written notice to the Contracting Officer, whichever period is longer; (3) that _____ (state) Workers' Compensation Insurance, or letter of reciprocal agreement with another state, shall be maintained on this contract for and during the entire performance period and for any modifications and/or time extensions granted thereto; and (4) that a copy of all subcontractors' proofs of required insurance shall be maintained and shall be made available to the Contracting Officer upon request. This agreement shall be a part of subject contract and shall be legally binding and enforceable at law.

INSURANCE COMPANY(S):

NAME: _____

ADDRESS: _____

POLICY #: _____

TELEPHONE #: _____

CONTRACTOR:_____
(Company Name)_____
(Address)_____
(Typed Name and Title)_____
(Date)_____
(Authorized Signature)

5352.228-9101(AFRC) Bonds:

As prescribed in FAR 28.102 insert a clause substantially the same as the following in all solicitations and contracts when an indefinite-quantity SABER contract is contemplated.

BONDS (AFRC) (FEB 2003)

(a) Delivery orders greater than \$25,000, but not greater than \$100,000: The contractor shall be required to provide payment protection in the form of a payment bond or irrevocable letter of credit, unless the Contracting Officer approves another alternative payment protection in accordance with FAR 28.102-1. The payment protection must be equal to one hundred percent (100%) of the delivery order price.

(b) Delivery orders exceeding \$100,000: The Contractor shall be required to provide both payment and performance bonds for each delivery order over \$100,000.

(c) Penal sums. The penal sums of the performance and payment bonds shall equal one hundred percent (100%) of the delivery order price.

(d) The contractor shall furnish all bonds or alternative payment protection no later than ten calendar days after receipt of the notice of award of the delivery order. The furnishing of bonds is a part of contract performance and failure to provide bonds within the times specified shall be grounds for default.

5352.228-9102 (AFRC) Required Insurance:

As prescribed in AFRCFARS 5328.310(b), insert the following clause in solicitations and contracts when FAR 52.228-5, Insurance--Work on a Government Installation, is included in the contract.

REQUIRED INSURANCE (AFRC) (FEB 2003)

When FAR 52.228-5, Insurance--Work on a Government Installation is included in the contract, the coverage specified in FAR 28.307-2, Liability, is the minimum insurance required and those requirements are hereby incorporated into the contract. FAR 28.307-2 is available on the internet at <http://farsite.hill.af.mil/>. The Contractor shall, at its own expense, procure and thereafter maintain the required kinds of insurance with respect to performance under the contract.

5352.236-9101 (AFRC) Availability of Utility Services:

As prescribed in AFRCFARS 5336.514, insert the following clause in construction solicitations and contracts when the Government furnishes utilities to the contractor at no cost and FAR 52.236-14 is used:

AVAILABILITY OF UTILITY SERVICES (AFRC) (FEB 2003)

All reasonable required amounts of water, gas, electricity, etc., essential to contract performance will be made available at no cost to the Contractor from existing systems, outlets, and supplies. The Government may not be held responsible for interruption of utility service and will not be liable for contractor delays, damages, or increased cost occasioned by such an interruption of service.

5352.236-9102 (AFRC) Preparation of Material Approval Submittals:

As prescribed in AFRCFARS 5336.570(b)(1), insert the following clause in construction solicitations and contracts when provision of material submittals is required.

PREPARATION OF MATERIAL APPROVAL SUBMITTALS (AFRC) (FEB 2003)

The material approval submittals contemplated by FAR 52.236-5, Material and Workmanship shall be accomplished on and according to instructions pertaining to AF Form 3000, **Material Approval Submittal**, unless the Contracting Officer approves use of an alternate format.

5352.236-9104 (AFRC) Non-Priced Items (NPI) - SABER:

As prescribed in AFRCFARS 5336.570(b) (3), insert the following clause in SABER solicitations and contracts.

NON-PRICED ITEMS (NPI) - SABER (AFRC) (FEB 2003)

When a required construction item within the scope of the contract is not already incorporated in the Unit Price Book (UPB), the order price for that item will be negotiated into the contract.

5352.236-9111 (AFRC) Offers - SABER:

As prescribed in AFRCFARS 5336.570(b) (6), insert a clause substantially the same as the following in SABER solicitations.

OFFERS - SABER (AFRC) (FEB 2003)

(a) Submit coefficients as set forth in the line item schedule. Each coefficient shall be a percentage factor that will be applied to the unit prices listed in the Unit Price Book (UPB), bare cost totals.

(b) The offeror's price coefficient shall include all costs other than bare costs in UPB and bare costs negotiated for non-prepriced items. The costs in the coefficient include, but are not limited to, mobilization, overhead, general and administrative expense, engineering services, project design work, bond premiums (unless bonds are set forth as a separate line item), insurance, environmental fees, taxes and profit. SABER unit prices are based on materials in place and, unless otherwise specified in UPB, include materials, labor and equipment. Delivery order prices will be based on negotiated quantities times the UPB prices times the coefficient.

(c) The Government shall not make a partial or split award under the terms of this solicitation.

5352.236-9114 (AFRC) Magnitude of Construction:

As prescribed in FAR 36.204, insert the following clause in all construction contracts.

MAGNITUDE OF CONSTRUCTION (AFRC) (FEB 2003)

The estimated price of the project is as marked below:

- _____ (a) Less than \$25,000
- _____ (b) Between \$25,000 and \$100,000
- _____ (c) Between \$100,000 and \$250,000
- _____ (d) Between \$250,000 and \$500,000
- _____ (e) Between \$500,000 and \$1,000,000
- _____ (f) Between \$1,000,000 and \$5,000,000
- _____ (g) Between \$5,000,000 and \$10,000,000
- _____ (h) More than \$10,000,000

5352.237-9100 (AFRC) Site Visit:

As prescribed in AFRCFARS 5337.110(a), insert the following provision in solicitations whenever a site visit for services is scheduled:

SITE VISIT (AFRC) (FEB 2003)

A site visit is scheduled for _____ on _____. Bidder/offerors should be at the _____ at this time and date to view the work site and present pertinent questions. Bidders/offerors should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of work, and the general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve bidders/offerors from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids/request for proposals, the specifications, or related documents.

5352.237-9101 (AFRC) Rights of the Government to Perform Functions with Its Own Personnel:

As prescribed in AFRCFARS 5337.110(b), insert the following clause in solicitations and contracts for recurring services performed on a Government installation.

RIGHTS OF THE GOVERNMENT TO PERFORM FUNCTIONS WITH ITS OWN PERSONNEL (AFRC) (FEB 2003)

(a) The Government reserves the right to perform or supplement performance of contract functions with Government personnel during periods of disaster, war, emergencies, police actions, and acts of God.

(b) The Government reserves the right to take over performance of the contract in the event of a labor strike by the contractor's employees which impairs the contractor's ability to satisfactorily perform the contract. In such event, the services shall be performed exclusively by Government employees and not a mix of Government and nonstriking contractor employees. Under such circumstances and at the direction of the Contracting Officer, the contractor agrees to remove its nonstriking force from the performance site and not to interfere in any way with Government performance. The contractor further agrees under such circumstances to permit the Government to use any essential contractor-furnished property. The Government will equitably compensate the contractor for use of such property.

(c) Such performance described in paragraph "a" above will not constitute a Breach of Contract by the Government within the meaning of FAR 52.249-8, Default (Fixed-Price Supply and Service).

(d) In the event contract functions are performed by Government personnel, the Government shall be entitled to a pro rata decrease in contract price for the period of time such services are performed.

5352.245-9101 (AFRC) Identification of Government Furnished Property:

As prescribed in AFRCFARS 5345.106, insert the following clause in solicitations and contracts, when Government Furnished Property is to be provided to the Contractor.

IDENTIFICATION OF GOVERNMENT FURNISHED PROPERTY (AFRC) (FEB 2003)

Pursuant to the "Government Property" clause herein, the Government will furnish the item(s) of property listed below as Government Furnished Property to the Contractor, F.O.B. Destination, for use in performance of this contract.

<u>ITEM NR</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>VALUE</u>
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5352.245-9102 (AFRC) Government Furnished Facilities:

As prescribed in AFRCFARS 5345.106, insert the following clause in solicitations and contracts, when Government facilities are to be provided to the Contractor.

GOVERNMENT FURNISHED FACILITIES (AFRC) (FEB 2003)

The Government will provide, without cost to the Contractor, (insert facility/building number), located at (insert ARB/ARS). The facility is approximately (insert square feet) of office and storage space. The Contractor will provide, at its own expense, all necessary repair and maintenance to the building as required for the duration of this contract. Compliance with the OSHA and other applicable laws and regulations for the protection of the Contractor's employees is exclusively the obligation of the Contractor. The Government will assume no liability for the Contractor's compliance or noncompliance with such requirements. Any modification/remodeling to the facility shall be approved in writing by the Contracting Officer before any changes are initiated. Such modifications shall be at the Contractor's expense. The Contractor shall return the facility to the Government at the completion of the contract, in the same condition as received, fair wear and tear, and approved modifications excepted. This facility shall be used in performance of this contract only.

5352.246-9100 (AFRC) Commercial Warranty:

As prescribed in AFRCFARS 5346.710(a)(2), insert the following clause in solicitations and contracts when the supplies or services are normally provided with a commercial warranty:

COMMERCIAL WARRANTY (AFRC) (FEB 2003)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranty the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. The Contractor shall mark all shipping documents and containers so that warranty items are readily identifiable on delivery. A copy of the warranty card will accompany all material under warranty.

JAMES E. SHERRARD III, Lt General, USAF
Commander